

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF <b>1</b> <b>43</b>
2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO.  <b>DTFAAC-11-R-00183</b>	4. TYPE OF SOLICITATION  <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED  <b>10/29/2010</b>	6. REQUISITION/PURCHASE NO.  <b>AC-11-00183</b> (FAA Internal Use Only)	
7. ISSUED BY CODE FAA, AMQ Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 373 P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard Oklahoma City, OK 73169-4933 P.O. Box 25082 Oklahoma City, OK 73125-4931			

<b>Indefinite Delivery / Requirements Type Contract</b>	<b>SOLICITATION</b>	<b>Development/Revision of Aviation/Airman Knowledge/Training Publications, Mike Monroney Aeronautical Center</b>
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9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in **Room 313, Multi-Purpose Building** until **3:00p.m.** local time **11/30/2010**  
(Hour) (Date)

**NOTE: If offers are hand-carried, additional time should be allowed to access the depository facility due to heightened security requirements.**

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME <b>Randall L. Bratcher</b> <a href="mailto:randall.bratcher@faa.gov">randall.bratcher@faa.gov</a>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(405) 954-8860</b>
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE -- ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMQ Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932		25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I – SECTION A – (cont'd.)**  
**SCREENING INFORMATION REQUEST**

The Federal Aviation Administration (FAA) herewith solicits competitive proposals from small businesses through the use of this Screening Information Request (SIR) for the award of an indefinite delivery / requirements type contract for Development and Revision of Aviation/Airman Knowledge/Training Publications, Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

One (1) indefinite delivery / requirements type contract resulting from this solicitation will be awarded, with the contract duration period being for one (1) base-year period with four (4) one-year option periods.

This SIR consists of the following Parts/Sections:

Part I – Section A:	Solicitation/Contract Form (Solicitation, Offer and Award)
Part I – Section B:	Supplies or Services and Prices/Costs (Pricing Schedule)
Part I – Section C:	Description/Specifications/Work Statement
Part I – Section D:	Packaging and Marking
Part I – Section E:	Inspection and Acceptance
Part I – Section F:	Deliveries or Performance
Part I – Section G:	Contract Administration Data
Part I – Section H:	Special Contract Requirements
Part II – Section I:	Contract Clauses
Part III – Section J:	List of Attachments*
Part IV – Section K:	Representations, Certifications and Other Statements of Offerors
Part IV – Section L:	Instructions, Conditions, and Notices to Offerors
Part IV – Section M:	Evaluation Factors for Award

\*Attachments located after end of Section M.

## **PART I – SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 GENERAL**

The Contractor shall provide all the necessary services, materials, equipment, and facilities (except as identified in the Statement of Work [SOW] as Government Furnished) to provide for Development and Revision of Aviation/Airman Knowledge/Training Publications as required for the Federal Aviation Administration's (FAA) Flight Standards Service, Regulatory Support Division, Airman Testing Standards, Branch (AFS-630), Mike Monroney Aeronautical Center, Oklahoma, as set forth in accordance with the terms, conditions, and provisions set forth herein. The Contractor shall effectively administer, manage, and perform the tasks that are defined by the Government in accordance with the Statement of Work. Specific services shall be defined in the task orders issued throughout the contract performance.

### **B.2 TYPE AND TERM OF CONTRACT**

This acquisition is for an indefinite delivery / requirements type contract, with fully loaded firm fixed-priced rates. The term of this contract is for one (1) base year period and four (4) option year periods. All terms and conditions contained in this document will be applicable to all task orders issued under this contract, unless otherwise specified by an individual task order, as additional requirements may be specified in each task order. The Contracting Officer is the only person authorized to issue orders under this contract.

#### **PRICING SCHEDULE - BASE YEAR**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001	Revision Full Text Page	Page	300	\$ _____	\$ _____
0002	Development Full Text Page	Page	300	\$ _____	\$ _____
0003	Revision Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0004	Development Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0005	Revision Full Graphics Page	Page	300	\$ _____	\$ _____
0006	Development Full Graphics Page	Page	300	\$ _____	\$ _____
0007	Travel and Per Diem IAW Section I, Clause 3.3.2-2, Reimbursement for Travel and Subsistence	XXX	XXX	\$ XXX	\$ 4,100.00 (Estimated and Not to Exceed)
0008	Other Direct Costs	XXX	XXX	\$ XXX	\$ _____ (Estimated and Not to Exceed)

**BASE YEAR ESTIMATED TOTAL AMOUNT:** \$ \_\_\_\_\_

**BASE YEAR PERIOD OF PERFORMANCE: TBD**

**PRICING SCHEDULE - 1st OPTION YEAR**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0009	Revision Full Text Page	Page	300	\$ _____	\$ _____
0010	Development Full Text Page	Page	300	\$ _____	\$ _____
0011	Revision Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0012	Development Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0013	Revision Full Graphics Page	Page	300	\$ _____	\$ _____
0014	Development Full Graphics Page	Page	300	\$ _____	\$ _____
0015	Travel and Per Diem IAW Section I, Clause 3.3.2-2, Reimbursement for Travel and Subsistence	XXX	XXX	\$ XXX	\$ 4,350.00 (Estimated and Not to Exceed)
0016	Other Direct Costs	XXX	XXX	\$ XXX	\$ _____ (Estimated and Not to Exceed)

**1st OPTION YEAR ESTIMATED TOTAL AMOUNT:** \$ \_\_\_\_\_

**1st OPTION YEAR PERIOD OF PERFORMANCE: TBD**

**PRICING SCHEDULE - 2nd OPTION YEAR**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0017	Revision Full Text Page	Page	300	\$ _____	\$ _____
0018	Development Full Text Page	Page	300	\$ _____	\$ _____
0019	Revision Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0020	Development Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0021	Revision Full Graphics Page	Page	300	\$ _____	\$ _____
0022	Development Full Graphics Page	Page	300	\$ _____	\$ _____
0023	Travel and Per Diem IAW Section I, Clause 3.3.2-2, Reimbursement for Travel and Subsistence	XXX	XXX	\$ XXX	\$ 4,600.00 (Estimated and Not to Exceed)
0024	Other Direct Costs	XXX	XXX	\$ XXX	\$ _____ (Estimated and Not to Exceed)

2nd OPTION YEAR ESTIMATED TOTAL AMOUNT: \$ \_\_\_\_\_

2nd OPTION YEAR PERIOD OF PERFORMANCE: TBD

**PRICING SCHEDULE - 3rd OPTION YEAR**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0025	Revision Full Text Page	Page	300	\$ _____	\$ _____
0026	Development Full Text Page	Page	300	\$ _____	\$ _____
0027	Revision Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0028	Development Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0029	Revision Full Graphics Page	Page	300	\$ _____	\$ _____
0030	Development Full Graphics Page	Page	300	\$ _____	\$ _____
0031	Travel and Per Diem IAW Section I, Clause 3.3.2-2, Reimbursement for Travel and Subsistence	XXX	XXX	\$ XXX	\$ 4,850.00 (Estimated and Not to Exceed)
0032	Other Direct Costs	XXX	XXX	\$ XXX	\$ _____ (Estimated and Not to Exceed)

3rd OPTION YEAR ESTIMATED TOTAL AMOUNT: \$ \_\_\_\_\_

3rd OPTION YEAR PERIOD OF PERFORMANCE: TBD

**PRICING SCHEDULE - 4th OPTION YEAR**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>EST. QTY.</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0033	Revision Full Text Page	Page	300	\$ _____	\$ _____
0034	Development Full Text Page	Page	300	\$ _____	\$ _____
0035	Revision Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0036	Development Half Text/Half Graphics Page	Page	300	\$ _____	\$ _____
0037	Revision Full Graphics Page	Page	300	\$ _____	\$ _____
0038	Development Full Graphics Page	Page	300	\$ _____	\$ _____
0039	Travel and Per Diem IAW Section I, Clause 3.3.2-2, Reimbursement for Travel and Subsistence	XXX	XXX	\$ XXX	\$ 5,100.00 (Estimated and Not to Exceed)
0040	Other Direct Costs	XXX	XXX	\$ XXX	\$ _____ (Estimated and Not to Exceed)

4th OPTION YEAR ESTIMATED TOTAL AMOUNT: \$ \_\_\_\_\_

4th OPTION YEAR PERIOD OF PERFORMANCE: TBD

BASE YEAR PERIOD AND ALL OPTION YEAR PERIODS GRAND TOTAL: \$ \_\_\_\_\_

**PART I – SECTION C – DESCRIPTION / SPECIFICATIONS**

**C.1 SCOPE OF WORK**

(a) The Contractor shall provide all the necessary services, materials, equipment, and facilities (except as identified in the Statement of Work [SOW] as Government Furnished) to provide for /Development and Revision of Aviation/Airman Knowledge/Training Publications as required for the Federal Aviation Administration's (FAA) Flight Standards Service, Regulatory Support Division, Airman Testing Standards, Branch (AFS-630), Mike Monroney Aeronautical Center, Oklahoma, as set forth in accordance with the terms, conditions, and provisions set forth herein. The Contractor shall assume responsibility for all of the services described in the contract. The Contractor shall be paid for services performed in accordance with Part I – Section B, Supplies or Services and Price/Cost.

(b) The complete Statement of Work (SOW) is attached to this Screening Information Request (SIR) and is identified in Part III – Section J, List of Attachments.



**PART I – SECTION D – PACKAGING AND MARKING**

**D.1      PRESERVATION, PACKAGING, PACKING, AND MARKING (JAN 1997)**

**CLA.2110**

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number and delivery order number.

**PART I – SECTION E – INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)**

**CLA.1908**

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause AMS clauses 3.10.4-2, 3.10.4-2, and 3.10.4-5.

**NOTICE:** The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

**3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)**

**PART I – SECTION F – DELIVERIES OR PERFORMANCE**

**F.1 AUTHORIZED PERFORMANCE (JAN 1997)**

**CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997)**

**CLA.1137**

- (a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.
- (d) This clause shall not limit the Government's rights under the Default clause.

**F.3 CONTRACT PERIOD (JAN 1997)**

**CLA.1604**

The effective period of this contract is 1 year from the date of contract award or as extended by the exercise of any option included herein.

**F.4 ACCELERATED DELIVERY (JAN 1997)**

**CLA.1817**

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

**NOTICE:** The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

- 3.10.1-9 Stop-Work Order (October 1996)
- 3.10.1-24 Notice of Delay (February 2009)
- 3.11-34 F.O.B. Destination (April 1999)

## **PART I – SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 Accounting and Appropriation Data**

Accounting and appropriation data will be set forth on individual task orders issued hereunder.

### **G.2 OPTION TO EXTEND SERVICES (JAN 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

### **G.3 INVOICING PROCEDURES - GENERAL (JAN 2002) (REV)**

**CLA.0135R**

(a) With the exception of Time and Material type contracts, the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall also submit a separate invoice through the Aeronautical Center Franchise Acquisition Service (ACFAS) for (1) each month of performance of services, and/or (2) those items of supplies furnished. The ACFAS contract will be implemented using ACFAS to the fullest extent practicable. Initially ACFAS information will be exchanged in the contract (order) and administration processes. As time and technology allow, advances in ACFAS are expected to be implemented by the Government. By execution of this contract, the contractor agrees to actively cooperate with the Government in its use and upgrade of ACFAS technologies. All costs on the contractor's part, to maintain compatibility with the Government shall be at the contractor's expense and shall not be charged to the Government as a direct charge of any type.

**NOTE: For any problems experienced using ACFAS, contact the Aeronautical Center Franchise Acquisition Service, AML-50, at 405-954-1440, or the Contracting Officer.**

(b) The vendor shall complete the coversheet provided to include the contract number, and applicable task/delivery order number. In addition, the following level of information is to be attached in ACFAS per the type of contract (order):

- (1) Level 1: Summary sheet only as follows:
  - (i) Project title and description
  - (ii) Current amount invoiced and the cumulative value of all invoices to date by CLIN.
  - (iii) Total Labor for this invoice and the cumulative value of all labor invoiced to date.
  - (iv) Total Travel and the cumulative value of all travel invoiced to date.
  - (v) Total ODC and the cumulative value of all ODC invoiced to date.
  - (vi) Total Other (as required) and the cumulative value of all Other invoiced to date.
- (2) Level 2: Details supporting the information shown on Level 1 as follows:
  - (i) Labor listed by person, category, hours, rates, and amounts.
  - (ii) Travel breakdown of all actual travel and per diem expenses by trip and employee name and project (if multiple).
  - (iii) ODC split out by employee, project, type and/or items purchased.
- (3) Level 3: Back up documentation as follows:
  - (i) Receipts (travel, equipment purchases, etc.)

(c) The following additional data must be submitted with the final invoice regardless of contract type:

- (1) Contractor's assignment of refund, rebates, and credits.
- (2) Contractor's release.

(d) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

(e) Below are some examples of the contract (order) types and the level of information required to be attached within ACFAS for that contract (order) type. For those not listed here, please refer to the individual contract (order) for specific instructions.

- |                                       |               |
|---------------------------------------|---------------|
| (1) Firm-Fixed Price:                 | Level 1.      |
| (2) Time-and-Material and Labor-Hour: | Levels 1 – 3. |
| (3) Cost Reimbursable:                | Levels 1 – 3. |
| (4) IDIQ or ID/Reqmts:                | Levels 1 – 3. |

(f) Payment Address:

- (1) The original to:  
FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913
- (2) Two copies to:  
FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125
- (3) Two copies to:  
FAA, Mike Monroney Aeronautical Center  
Flight Standards Service – Airman Testing Standards Branch (AFS-630)  
P.O. Box 25082  
Oklahoma City, OK 73125

**G.4 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (JAN 1997) CLA.1401**

Within 1 calendar days after award of contract the Government-owned property listed below will be furnished to the contractor for use in the performance of this contract.

<u>Identification Number</u>	<u>Description</u>	<u>Acquisition Quantity</u>	<u>Cost</u>
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To be specified by individual task orders.

**G.5 INCREMENTAL FUNDING (JAN 1997) CLA.2604**

- (a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.
- (b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.
- (c) This clause becomes inoperative when the contract period is fully funded.

**G.6 GOVERNMENT PROPERTY REPORTS (JAN 1997) CLA.4528**

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

**G.7 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006) CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

**G.8 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002) CLA.4550**

- (a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security

inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

**NOTICE:** The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

**3.10.1-22 Contracting Officer's Technical Representative (January 2008)**

## **PART I – SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

### **H.2 Notice of Contractor Testimony (September 2006) CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

### **H.3 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

## **PART II – SECTION I – CONTRACT CLAUSES**

### **I.1 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997)**

**CLA.1035**

Oral and written telecommunication orders are authorized. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

#### **3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

#### **3.2.4-16 Ordering (October 1996)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the expiration date of the contract including any options exercised thereto.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### **3.2.4-17 Order Limitations (October 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the total of the estimated amount stated on the Schedule for the base period and all options;

(2) Any order for a combination of items in excess of the total of the estimated amount stated on the Schedule for the base period and all options; or

(3) A series of orders from the same ordering office within two (2) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **3.2.4-19 Requirements (October 1996)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except



as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by orders placed within the ordering period.

(End of clause)

### **3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

### **3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be

assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR

database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)**

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

### **3.6.2-34 Service Contract Act - Place of Performance Unknown (April 1996)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the Screening Information Request (SIR) was issued. In addition to places or areas identified in wage determinations, if any, attached to the SIR, wage determinations have also been requested for the following: To Be Determined. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the proposal due date specified in this SIR.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit offers. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

### **3.6.2-40 Nondisplacement of Qualified Workers (April 2009)**

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract

performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

### 3.6.2-41 Employment Eligibility Verification (September 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date

is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a

suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

**NOTICE:** The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

**3.1.7-2 Organizational Conflicts of Interest (August 1997)**

**3.2.2.3-32 Waiving Facilities Capital Cost of Money (July 2004)**

**3.2.2.3-33 Order of Precedence (February 2009)**

**3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)**

**3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**

**3.2.4-34 Option to Extend Services (April 1996)**

**3.2.5-1 Officials Not to Benefit (April 1996)**

**3.2.5-3 Gratuities or Gifts (January 1999)**

**3.2.5-4 Contingent Fees (October 1996)**

**3.2.5-5 Anti-Kickback Procedures (October 1996)**

**3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**

**3.3.1-1 Payments (April 1996)**

**3.3.1-8 Extras (April 1996)**

**3.3.1-10 Availability of Funds (April 1996)**

**3.3.1-15 Assignment of Claims (April 1996)**

**3.3.1-17 Prompt Payment (September 2009)**

**3.3.1-31 Progress Payments (November 2000)**

**3.3.1-31 Alternate I Progress Payments Alternate I (November 1997)**

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)  
3.3.2-1 FAA Cost Principles (October 1996)  
3.3.2-2 Reimbursement for Travel and Subsistence (April 2010)  
3.4.1-13 Errors and Omissions (July 1996)  
3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)  
3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract (April 1996)  
3.5-1 Authorization and Consent (January 2009)  
3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)  
3.5-13 Rights in Data - General (January 2009)  
3.5-15 Additional Data Requirements (January 2009)  
3.5-16 Rights in Data - Special Works (January 2009)  
3.5-17 Rights in Data - Existing Works (January 2009)  
3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)  
3.6.1-7 Limitations on Subcontracting (July 2008)  
3.6.1-15 Post-Award Small Business Program Representation (January 2010)  
3.6.2-2 Convict Labor (April 1996)  
3.6.2-9 Equal Opportunity (August 1998)  
3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)  
3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)  
3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)  
3.6.2-16 Notice to the Government of Labor Disputes (April 1996)  
3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)  
3.6.2-30 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)  
3.6.2-39 Trafficking in Persons (January 2008)  
3.6.3-16 Drug Free Workplace (February 2009)  
3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)  
3.9.1-1 Contract Disputes (September 2009)  
3.9.1-2 Protest After Award (August 1997)  
3.10.1-7 Bankruptcy (April 1996)  
3.10.1-12 Alternate I Changes - Fixed-Price Alternate I (April 1996)  
3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)  
3.10.3-1 Definitions (April 2004)  
3.10.3-2 Government Property - Basic Clause (April 2004)  
3.10.3-2 Alternate I Government Property - Basic Clause Alternate I (April 2004)  
3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)  
3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)  
3.13-3 Printing/Copying Double-sided on Recycled Paper (July 2008)  
3.13-5 Seat Belt Use by Contractor Employees (January 1999)  
3.13-11 Plain Language (July 2006)  
3.13-13 Reducing Text Messaging While Driving (April 2010)  
3.14-3 Foreign Nationals as Contractor Employees (April 2008)

**PART III – SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>NO. OF PAGES</u></b>
1	Statement of Work	20 October 2010	10
2	Quality Assurance Surveillance Plan	20 October 2010	7
3	Wage Determination	26 August 2010	9

## **PART IV – SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFP (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

### **BUSINESS DECLARATION**

1. Name of Firm: \_\_\_\_\_

2. Address of Firm: \_\_\_\_\_  
\_\_\_\_\_

3. a. Telephone No. of Firm: \_\_\_\_\_ b. Facsimile No. of Firm: \_\_\_\_\_

4. a. Name of Person Making Declaration: \_\_\_\_\_

b. Telephone No. of Person Making Declaration: \_\_\_\_\_

c. Position Held in the Company: \_\_\_\_\_

5. Controlling Interest in Company: ("X" all appropriate boxes)

( ) Black American ( ) Hispanic American ( ) Native American ( ) Asian American

( ) Female Non-Minority ( ) Male Non-Minority ( ) Female ( ) Male

( ) 8(a) Certified (Certification letter attached) ( ) Other (Specify) \_\_\_\_\_

6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

( ) Yes ( ) No (If No, provide the name and telephone number of the person who has this authority.) \_\_\_\_\_

7. Nature of Business (Specify all major services/products and NAICS codes.) \_\_\_\_\_

8. a. Years the firm has been in business: \_\_\_\_\_ b. No. of Employees: \_\_\_\_\_

9. Type of Ownership: ( ) Sole Ownership ( ) Partnership ( ) Other (Explain) \_\_\_\_\_

10. Gross receipts of the firm for the last three years: (a) Year Ending: \_\_\_\_\_ Gross Receipts: \$ \_\_\_\_\_

(b) Year Ending: \_\_\_\_\_ Gross Receipts: \$ \_\_\_\_\_ (c) Year Ending: \_\_\_\_\_ Gross Receipts: \$ \_\_\_\_\_

11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN),  
and Data Universal Numbering System (DUNS): \_\_\_\_\_

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. Is the firm a small business? ( ) Yes ( ) No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO  
CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_



**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**

**CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 511199.
- (2) The small business size standard is \$500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)**

**CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3 SECTION 508 OF THE REHABILITATION ACT OF 1973 CERTIFICATION (SEP 2001)**

**CLA.4547**

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

**3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)**

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 60 calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
  - (1) The acceptance period stated in paragraph (c) of this provision; or
  - (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

**3.2.2.3-10 Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_. (country)

(End of provision)

### 3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

### 3.2.2.3-70 Taxpayer Identification (July 2004)

#### (a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

#### (c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_

#### (d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

#### (e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### 3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### 3.5-14 Representation of Limited Rights Data and Restricted Computer Software (January 2010)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause at AMS 3.5-15, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block) -

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should the contract be awarded to the offeror.

(End of Provision)

### 3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

## NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

### 3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

### 3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

### 3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

\_\_\_(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

- (b) Major group code 12 (except 1241).
- (c) Major group code 20 through 39.
- (d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).
- (e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or
- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

### 3.8.2-18 Certification of Data (October 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

**NOTICE:** The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

### 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

## **PART IV – SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

### **L.1 BUSINESS SIZE RESTRICTION AND COMPETITION CONSIDERATIONS**

This SIR solicits proposals on a competitive basis restricted to small businesses for award of an indefinite delivery / indefinite quantity requirements type contract.

### **L.2 PROPOSAL PREPARATION AND SUBMITTAL COSTS**

This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor.

### **L.3 PROPOSAL PREPARATION AND SUBMITTAL OF OFFERS**

(a) The Contracting Officer for this acquisition, Randall L. Bratcher, is the sole point of contact. All written questions, correspondence, and submittals must be sent to the Contracting Officer at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to [randall.bratcher@faa.gov](mailto:randall.bratcher@faa.gov). OFFERORS MUST NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION.

(b) All offers are subject to all terms and conditions set forth and contained in this SIR. If all requested information is not furnished in the offeror's proposal, the offeror's proposal may be determined to be non-responsive and ineligible for contract award.

(c) Sealed offers in original format and four (4) copies thereof for furnishing the supplies or services in the Schedule will be received at the depository located in Room 313, Multi-Purpose Building, until 3:00 p.m. local time, 30 November 2010, as specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award).

(d) Offerors submitting proposals by hand-delivery will need to consider allowing sufficient time to process through the security procedures in place at the MMAC. Overnight delivery of proposals in response to this SIR may also be impacted if not sent in sufficient time to allow for the special mail handling procedures in place at the MMAC.

(e) CAUTION – Late Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offers are subject to all terms and conditions set forth and contained in this solicitation. Electronic submissions are acceptable; however, the original and four (4) copies of the proposals must be received by the due date and time specified.

### **L.4 OPTION YEAR PROPOSALS**

(a) It is the intent of the Government to award this contract with the option years; however, if you are not in a position to make an offer on five (5) years, we invite you to submit an offer for one (1) year only.

(b) The Government reserves the right to delete the option periods in negotiations in the event a 1-year proposal is less than the first year of a proposal offering option periods.

### **L.5 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMITTALS**

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of technical proposals, past performance proposals, and cost/price proposals. Evaluations involved will permit the FAA to select an offer through the use of a trade-offs process evaluation process whose proposal is determined to be an overall best value to the FAA as set forth in M.5.

(c) Specific attention is invited to AMS Policy paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should therefore submit their best technical and pricing proposals in the initial

proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

## **L.6 INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

### **L.6.1 GENERAL**

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.

(b) Proposals submitted in response to this SIR/RFO shall be formatted in accordance with the instructions provided in this section.

(c) The Offeror's proposals must be received by the Government by the date specified in L.3 (c) above. Questions regarding this SIR/RFO must be submitted, in writing, via e-mail NOT LESS THAN 10 days from the due date for proposals.

(d) Common items for each volume is:

(1) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.

(2) Volumes shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.

(3) All volumes shall be submitted to the Contracting Officer not later than the proposal due date.

(4) Formatting shall allow proposal to be printed on standard 8 ½ x 11 paper, minimum 1 inch margins, left, right, top, and bottom, with text font size no less than 10. Printing may be single-sided or double-sided (front/back). Double-sided printing shall be counted as two (2) pages for each sheet.

(5) The proposal responses for each evaluation factor shall be provided in a separate section, and the section shall be tabbed for ease of reference.

**Table 1. Proposal Organization**

**Volume I – Technical Proposal**

- Original
- Four (4) copies

**Volume II – Past Performance Proposal**

- Original
- Four (4) copies

**Volume III – Cost/Price/Business Proposal**

- Original (with Signed SF-30)
- Four (4) copies

**Note:** No reference shall be made to prices/costs in Volumes I and II.

**CAUTION:** Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

### **L.6.2 PROPOSAL OVERVIEW**

(a) Technical Proposal Overview – Volume I.

(1) The Technical Proposal shall be submitted as a separate and complete volume and tabbed separately for each of the Technical Evaluation Factors outlined elsewhere in this provision. The Technical Proposal shall not include prices/costs or any pricing information.



(2) The Technical Proposal must be self-sufficient in addressing all aspects of the Technical Evaluation Factors and must be independent of the information contained in the Past Performance Proposal and/or Cost/Price/Business Proposal.

(3) The Technical Proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the Government and that the offered approach is valid and practical. The Technical Proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the scope outlined in the Statement of Work (SOW). Clear evidence of services previously demonstrated and currently in place relating to the SOW requirements should be included in each evaluation factor.

(4) Statements that the offeror understands, can, or will comply with all statements in the SOW and statements paraphrasing the SOW requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc., will be considered insufficient.

(5) Content is more important than quantity. Technical Proposals are limited to no more than pages outlined elsewhere in Section L. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the proposal responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

(b) Past Performance Proposal Overview – Volume II.

(1) The Past Performance Proposal shall be submitted as a separate and complete volume and tabbed separately for each contract reference as outlined elsewhere in this provision. The Past Performance Proposal shall not include prices/costs or any pricing information.

(2) The Past Performance Proposal must be self-sufficient in addressing all aspects of the Past Performance Evaluation Factors and Sub-Factors outlined elsewhere in this provision and must be independent of the information contained in the Technical Proposal and/or Cost/Price/Business Proposal.

(3) This volume will provide information to the FAA regarding assessing the offeror's accomplishments for recent and relevant projects that are comparable in scope and magnitude to that described in the SOW under this SIR

(c) Contract Documentation and Cost/Price/Business Proposal Overview – Volume III.

(1) The Cost/Price/Business Proposal shall be submitted as a separate and complete volume and tabbed separately for each document contained therein. The Cost/Price/Business Proposal will provide information to the FAA for analyzing costs and pricing as well as preparing the contract document and supporting file for the successful offeror. Completion of the required documents indicates that the offeror has read and agrees to the entirety of the terms and conditions contained in the SIR/RFO.

(2) This volume should be sufficiently detailed in support of the proposed pricing to demonstrate cost realism and reasonableness.

### **L.6.3 PROPOSAL CONTENT**

(a) Technical Proposal Content – Volume I.

(1) The Contractor's Technical Proposal shall be limited to no more than fifty (50) typewritten pages, including attachments (excluding resumes), shall present a clear and thorough understanding of all facets of the Government's technical requirements listed in the SOW, and shall include the following information and be organized under separate tabs as follows:

(A) Factor 1 – PUBLICATION EXPERIENCE

Sub-Factor 1.1 – SIMILAR PUBLICATION COMPLEXITY

Sub-Factor 1.2 – AVIATION RELATED

Sub-Factor 1.3 – AUTOMATED SYSTEMS REGARDING TEXT/PAGE LAYOUT

Sub-Factor 1.4 – AUTOMATED SYSTEMS REGARDING GRAPHICS

- The offeror shall demonstrate their experience and expertise in providing the publication services required by the SOW. The offeror's proposal must include demonstrated publication experience for a minimum of three (3) recent and relevant projects. Project recency must be within the last three (3) years.

(B) Factor 2 – RELATED AVIATION EXPERIENCE

Sub-Factor 2.1 – UNDERSTANDING OF THE NATIONAL AIRSPACE SYSTEM (NAS)

Sub-Factor 2.2 – RECENT EXPERIENCE IN TEACHING AND TESTING PROCEDURES  
FOR AIRMAN CERTIFICATION

- The offeror shall demonstrate their experience with and understanding of the NAS and their experience with the teaching and testing procedures required for airman certification.

(b) Past Performance Proposal Content – Volume II.

(1) The Contractor's Past Performance Proposal shall not be page limited and shall include documentation for a minimum of three (3) relevant and recent past and present contracts with commercial entities or performed for Federal, state, or local governments within the last three (3) years of similar scope, complexity, and magnitude. Documentation for each contract shall include the following information:

- Agency or entity name
- Project or program title
- Contract number
- Contract type (i.e. firm fixed-price, labor-hour, etc.)
- Contract total value (\$)
- Contract start-completion dates
- Description of work performed
- Client point of contact (POC) information for a minimum of two (2) references including e-mail

addresses and telephone numbers

(2) Offerors must explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievements, recognitions, and successes obtained in specific projects that are relevant to the SOW.

(3) Offerors are encouraged to provide points of contact who are willing to complete and return a past performance questionnaire that will be issued by the Contracting Officer. The Government intends to use the POCs as references to validate the accuracy of the past performance. Offerors must submit no less than two (2) valid POC references for each past performance contract reference submitted. Offerors that are submitting proposals under a Teaming Agreement or other similar prime contractor / sub-contractor teaming arrangement must also submit documentation for a minimum of two (2) relevant and recent past and present contracts for each of the proposed sub-contractor(s) in accordance with L.6.3(b)(1) above.

(4) Offerors are advised that the government reserves the right to obtain information regarding other contracts or from other information sources not mentioned in the offeror's proposal but which are believed to be similar in scope, complexity, and magnitude to the proposed effort for this acquisition.

(c) Cost/Price/Business Proposal Content – Volume II.

(1) The offeror's Cost/Price/Business Proposal shall not be page limited and shall include the following information:

- Signed Offer (Solicitation, Offer and Award Form SF-30 , Section A, blocks 12 through 18)
- Completed Pricing Schedule for the Base Period and All Options (Section B)
- Relevant fill-in clauses contained in Sections C through I
- Completed Representations and Certifications, and Business Declaration Form (Section K)
- Authorized Individuals – The offeror shall provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this proposal.
- Assumptions – The offeror may describe any assumptions used to develop the proposed prices.
- Other Than Cost or Pricing Data to support the proposed pricing

(2) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings (other than as required for procurement sensitive markings) or revisions, qualifications, or alterations to the bid schedule. Such markings, if not removed, may eliminate the offeror from further competition.

(3) Offeror's must provide contract line item pricing based on the unit price and total price for each line item.

## **L.7 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

## **L.8 PROPOSAL ACCEPTANCE**

(a) Only one proposal from each offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

## **L.9 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997) CLA.2710**

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

## **L.10 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

### **3.2.2.3-20 Electronic Offers (July 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means: e-mail or fax. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to e-mail [randall.bratcher@faa.gov](mailto:randall.bratcher@faa.gov) or fax number 405-954-3030.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

### **3.2.2.3-22 Period for Acceptance of Offer (July 2004)**

The offeror (you) agrees that if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set

opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

### 3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of an indefinite delivery / requirements type contract resulting from this Screening Information Request.

(End of provision)

### 3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

**NOTICE:** The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-6 Submittals in the English Language (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offers (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.2.3-31 Facilities Capital Cost of Money (July 2004)
- 3.3.1-28 Notice of Progress Payments (November 1997)
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

## **PART IV – SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 SIR PROCESS OVERVIEW**

(a) This SIR will solicit proposals on a competitive basis restricted to small businesses.

(b) Upon receipt of proposals and following initial screening for responsiveness, the remaining responsive proposals will be assigned to the Government evaluation teams for evaluation. Technical Proposals will be evaluated by the Government Technical Evaluation Team, Past Performance Proposals will be evaluated by the Government Past Performance Evaluation Team, and the cost and pricing portions of the Cost/Price/Business Proposals will be evaluated by the Cost/Price Evaluation Team. Quality Control Plans will not be evaluated as a part of the evaluation and contract award selection process. Information from the different volumes being evaluated will not be shared between the Government evaluation teams in order that the evaluation of the specific, individual volumes will not be influenced by knowledge of the other volumes. An evaluated assessment will be made independently for each proposal of the merit presented by each proposal.

(c) Upon completion of the evaluation of the Technical Proposals, the Past Performance Proposals, and the Cost/Price/Business Proposals, the CO will assess the proposal risk and responsibility of each offeror. The CO will also serve as the Source Selection Official (SSO) for this procurement. From those evaluated proposals, the SSO will select for award the proposal that represents the “best value” to the Government.

### **M.2 BASIS FOR AWARD**

(a) The Government will make an award of a contract to the responsible offeror whose proposal conforms to this SIR/RFO, is determined to be the most advantageous to the Government, and represents the best value to the Government in terms of technical merit, performance and proposal risk, and price (See AMS Clause 3.2.2.3-19 (April 1996) Contract Award).

(b) In determining which proposal represents the best overall value to the Government, the SSO will consider the results of the evaluation of proposals by the Government evaluation teams in regard to the Technical Evaluation Factors, Past Performance risk, cost realism and reasonableness, total evaluated price, and the CO's assessment of proposal risk.

(c) The SSO will consider technical merit to be more important than performance risk, performance risk to be more important than proposed price, and proposed price to be more important than proposal risk. The Government reserves the right to award to other than the lowest priced proposal. The best value selection decision will be made as further described in M.5.

### **M.3 INITIAL SCREENING PROCESS**

(a) The Government will initially screen all proposals for responsiveness (timeliness, completeness and adequacy). Only those proposals determined to be responsive through the initial screening process will be forwarded to the evaluation team for further consideration.

#### **M.3.1 TIMELINESS**

(a) No proposal or part thereof will be accepted for consideration following the closing period for this solicitation.

#### **M.3.2 COMPLETENESS**

(a) Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

- One (1) original proposal (complete Volumes I, II, and III, with Signed SF-30 in Volume II)
- Four (4) copies of proposal (complete Volumes I, II, and III)

(b) Incomplete proposals may not receive further consideration.

#### **M.3.3 ADEQUACY**

(a) Complete proposals will be reviewed for adequacy, including proposal content and format as follows:

(1) Content:

- Completed Technical Proposal (Volume I)
- Completed Past Performance Proposal (Volume II)

- Completed Cost/Price/Business Proposal (Volume III)

(2) Format. Graphics are limited to a minimum font size of 10. Elaborate presentation techniques, including color, are neither required nor desired. Page counts do not include front matter such as table of contents, list of figures, divider tab sheets, glossary, or cover pages. Foldouts are counted as one page; however, excessive use of foldouts is discouraged. Attachments are included in page count. Double-side printing shall be counted as two (2) pages for each sheet.

(b) For the purposes of adequacy review, missing proposal information component(s) identified above and/or non-adherence to proposal format instructions, may be considered non-responsive. Proposals found by the CO to be non-responsive may not receive further consideration.

**CAUTION: Evaluators will read only up to the page limits as specified in Section L. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.**

## **M.4 EVALUATION PROCESS**

(a) All proposals remaining after the initial proposal screening process of M.3 will be evaluated, rated, and analyzed as described in this part. Offerors are advised that their proposal must address all areas.

### **M.4.1 EVALUATION CRITERIA**

#### **M.4.1.1 Evaluation Factors and Order of Importance**

(a) The overall evaluation factors and sub-factors are shown as follows:

- (1) Factor 1: Publication Experience
  - Sub-Factor 1.1: Similar Publication Complexity
  - Sub-Factor 1.2: Aviation Related
  - Sub-Factor 1.3: Automated Systems Regarding Text/Page Layout
  - Sub-Factor 1.4: Automated Systems Regarding Graphics
- (2) Factor 2: Related Aviation Experience
  - Sub-Factor 2.1: Understanding of the National Airspace System (NAS)
  - Sub-Factor 2.2: Recent Experience in Teaching and Testing Procedures for Airman Certification
- (4) Factor 3: Past Performance
  - Sub-Factor 3.1: Quality and Timeliness of Service
  - Sub-Factor 3.2: Cost Control
  - Sub-Factor 3.3: Business Relations – Effective Management
  - Sub-Factor 3.4: Customer Satisfaction
  - Sub-Factor 3.5: Integrity
- (5) Factor 4: Cost/Price
- (6) Factor 5: Proposal Risk

(b) The Factors are listed in descending order of importance. The Sub-Factors within Factor 1 are listed in descending order of importance. The Sub-Factors within Factors 2 and 3 are of equal importance.

#### **M.4.1.2 Technical Evaluation Factors**

(a) Each offeror's Technical Proposal will be evaluated and scored using the following Technical Evaluation Factors and Sub-Factors. The Factors are listed in descending order of importance:

- (1) Factor 1: Publication Experience
  - Sub-Factor 1.1: Similar Publication Complexity
  - Sub-Factor 1.2: Aviation Related
  - Sub-Factor 1.3: Automated Systems Regarding Text/Page Layout
  - Sub-Factor 1.4: Automated Systems Regarding Graphics
- (2) Factor 2: Related Aviation Experience
  - Sub-Factor 2.1: Understanding of the National Airspace System (NAS)

- Sub-Factor 2.2: Recent Experience in Teaching and Testing Procedures for Airman Certification

(b) Any offeror whose Technical Proposal does not address all Technical Evaluation Factors and Sub-Factors will be considered ineligible for award.

#### **M.4.1.3 Past Performance Evaluation and Performance Risk Assessment**

(a) Each offeror's past performance will be evaluated and rated using the following Past Performance Evaluation Factor and Sub-Factors. The Sub-Factors are of equal importance:

- (1) Factor 3: Past Performance
  - Sub-Factor 3.1: Quality and Timeliness of Service
  - Sub-Factor 3.2: Cost Control
  - Sub-Factor 3.3: Business Relations – Effective Management
  - Sub-Factor 3.4: Customer Satisfaction
  - Sub-Factor 3.5: Integrity

(b) Questionnaires will be sent to the points of contact for the contracts and past performance information being assessed. The questionnaire will address performance in each of the above listed Sub-Factors.

(c) The Government will evaluate and assess the offeror's past performance record on a minimum of three (3) relevant and recent past and present contracts. A Performance Risk Assessment will result from the Government's level of confidence that the offeror will be able to successfully provide the support services to the Government in terms of scope of effort, tasks, and activities performed based on the offeror's past performance record.

#### **M.4.1.4 Cost/Price Assessment and Evaluation**

(a) The Government will confirm the accuracy of each offeror's total price calculation and assess the realism and reasonableness of the proposed costs for the unit prices in addition to assessing the total evaluated price for performing all services. The Government may make adjustments for any mathematical errors discovered in the price evaluation process. The total evaluated price will consist of the total of the Base Year period and Option Year periods One (1) through Four (4).

#### **M.4.1.5 Proposal Risk Assessment**

(a) A Proposal Risk Assessment will result from the Government's level of confidence in the offeror's proposed approach and any proposal weaknesses identified therein, and in consideration of the results of the Performance Risk Assessment, the Cost/Price Assessment, or any other aspect of the offeror's proposal that may result in the potential to cause disruption of schedule, increase in cost, or degradation of performance. This Proposal Risk Assessment will also include the considering the level of effort by the contractor and the anticipated level of Government monitoring in order to minimize any difficulties during contract performance as identified through the Government's evaluation of the proposal.

### **M.4.2 EVALUATION PROCEDURES**

#### **M.4.2.1 Rating Systems**

##### **M.4.2.1.1 Technical Evaluation Rating and Scoring**

(a) An adjectival rating and correlated numerical scoring system will be used for each of the Technical Evaluation Factors and Sub-Factors as shown as follows:

Adjectival Rating	Correlated Numerical Score
Excellent	4.0
Very Good	3.0
Satisfactory	2.0
Marginal	1.0
Unsatisfactory	0.0



#### **M.4.2.1.2 Past Performance Evaluation Rating**

(a) Recency, relevancy, acceptability, and confidence level rating systems will be used for the assessment of Performance Risk as shown as follows:

(1) Recency Rating. The contracts and past performance information being assessed will be assigned adjectival ratings of "Recent" or "Not Recent." The contract efforts must be ongoing or must have been performed during the previous three (3) years from the date of issuance of this SIR to be assessed as being "Recent." Contract efforts assessed as being "Not Recent" will not be evaluated further.

(2) Relevancy Rating. The contracts and past performance information being assessed will be assigned relevancy ratings as shown as follows:

- Very Relevant: The recent contract performance efforts are essentially equivalent to the requirements of the SOW under this SIR and of equivalent magnitude and complexity.

- Relevant: The recent contract performance efforts are mostly similar to the requirements of the SOW under this SIR and of slightly less magnitude and complexity.

- Somewhat Relevant: The recent contract performance efforts are somewhat similar to the requirements of the SOW under this SIR and of significantly less magnitude and complexity.

- Not Relevant: The recent contract performance efforts are unrelated the requirements of the SOW under this SIR.

(3) Acceptability Rating. The contracts and past performance information being assessed will be assigned acceptability ratings as shown as follows:

- Highly Acceptable: The recent contract performance efforts significantly exceeded the contract minimum requirements.

- Satisfactorily Acceptable: The recent contract performance efforts met or surpassed the contract minimum requirements.

- Marginally Acceptable: The recent contract performance efforts met some but not all of the contract minimum requirements.

- Unacceptable: The recent contract performance efforts failed to meet a majority of the contract minimum requirements.

- Unknown/Neutral: No recent contract or past performance information exists.

(4) Confidence Level Rating. For all contracts and past performance information assessed as Recent and Relevant, and based upon the assigned Acceptability Rating, adjectival confidence level ratings will be assigned as shown as follows:

- High Confidence: The recent contract performance efforts indicate a high level of confidence in the offeror successfully performing and/or exceeding the requirements of the SOW under this SIR. Acceptability Ratings of "Satisfactorily Acceptable" or higher must be received for all Past Performance Sub-Factors.

- Moderate Confidence: The recent contract performance efforts indicate a moderate level of confidence in the offeror successfully performing the minimum requirements of the SOW under this SIR. Acceptability Ratings of "Satisfactorily Acceptable" must be received for all Past Performance Sub-Factors.

- Low Confidence: The recent contract performance efforts indicate a low level of confidence in the offeror successfully performing the minimum requirements of the SOW under this SIR. A majority of the Acceptability Ratings received for all Past Performance Sub-Factors include "Marginally Acceptable," "Unacceptable," or "Unknown/Neutral."

#### **M.4.2.1.3 Proposal Risk Rating**

(a) A confidence level rating system will be used for the assessment of Proposal Risk as shown as follows:

- Low Risk: The offeror's proposed approach, proposal strengths, past performance, and proposed cost/price indicate a low risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

- Moderate Risk: The offeror's proposed approach, proposal strengths and weaknesses, past performance, and proposed cost/price indicate a moderate risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

- High Risk: The offeror's proposed approach, proposal weaknesses, past performance, and proposed cost/price indicate a high and potentially unacceptable risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

#### **M.4.2.2 Technical Proposal Evaluation**

(a) Technical Proposals will be provided to the Technical Evaluation Team (TET), with the Past Performance Proposals and Cost/Price/Business Proposals being retained by the CO in order that the evaluation of the Technical Proposals will not be influenced by knowledge of the related past performance or cost/pricing information. An evaluated assessment will be made independently for each proposal of the technical merit presented by each Technical Proposal.

(b) The technical evaluation will be based solely on the Technical Evaluation Factors and Sub-Factors stated in Section M.4.1.1 of this SIR. The offeror must be capable of successfully performing the tasks identified in the SOW under this SIR or will be subject to disqualification from consideration for award. In conducting the technical evaluation, the TET will evaluate only the information contained in the offeror's Technical Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal.

(c) The TET evaluation will identify the strengths and weaknesses contained within the Technical Proposal to determine the overall technical merit of the Technical Proposal. The TET will also identify any perceived risks contained in the Technical Proposal.

#### **M.4.2.3 Past Performance Evaluation and Performance Risk Assessment**

(a) Past Performance Proposals will be provided to the Past Performance Evaluation Team (PPET), with the Technical Proposals and Cost/Price/Business Proposals being retained by the CO in order that the evaluation of the Past Performance Proposals will not be influenced by knowledge of the related technical or cost/pricing information. An evaluated assessment will be made independently for each proposal of the performance risk presented by each Past Performance Proposal.

(b) The past performance evaluation will be based solely on the Past Performance Factor and Sub-Factors stated in Section M.4.1.1 of this SIR. In conducting the past performance evaluation, the PPET will evaluate the offeror's achievements, recognitions, and successes obtained in specific projects that are recent and relevant to the SOW under this SIR. In addition, the PPET may use past performance information obtained from other sources such as on-line contractor performance appraisal reporting systems available to the Government as well as other sources or informational databases.

(c) The PPET evaluation will assess the recency, relevancy, acceptability, and confidence level of the past performance information to determine the overall performance risk assessment of the Past Performance Proposal.

#### **M.4.2.4 Cost/Price/Business Proposal Evaluation**

(a) The Cost/Price/Business proposals will be provided to Cost/Price Evaluation Team (CPET), with the Technical Proposals and Past Performance Proposals being retained by the CO in order that the evaluation of the Cost/Price/Business Proposals will not be influenced by knowledge of the related technical or past performance information. An evaluated assessment will be made independently for each proposal of the cost/pricing presented by each Cost/Price/Business Proposal.

(b) The cost/pricing evaluation will be based solely on the Cost/Price Factor stated in Section M.4.1.1 of this SIR. In conducting the cost/price evaluation, the CPET will evaluate only the information contained in the offeror's Cost/Price/Business Proposal. Therefore, the burden is on the offeror to provide a complete and thorough proposal in support of the proposed costs and pricing. In addition, the CPET will use the Independent Government Cost Estimate (IGCE), historical pricing information from recent similar contracts, and on-line pricing indices available to the Government as well as other sources or pricing databases.

(c) The CPET evaluation will assess the cost realism and reasonableness for the cost/pricing presented in each Cost/Price/Business Proposal. Cost realism and reasonableness will be assessed through an analysis of the offeror's supporting cost/pricing information and a comparative evaluation of the proposed unit pricing and total pricing using the IGCE, historical pricing, pricing indices, or other available sources of pricing information.

#### **M.4.2.5 Proposal Risk Assessment**

(a) Upon completion of the Technical Proposal evaluations, the Performance Risk Assessments, and the Cost/Price/Business Proposal evaluations, the CO will meet with the Government evaluation teams to assess Proposal Risk. Proposal Risk will be assessed by considering the offeror's proposed approach, the proposal strengths and weaknesses, the proposal uncertainties identified, the offeror's cost proposal, or any other aspect of the offeror's proposal that may result in the

potential to cause disruption of schedule, increase in cost, degradation of performance, or increase in contractor and Government monitoring to minimize any difficulties during contract performance.

#### **M.4.3 DISCUSSIONS**

(a) After evaluating written proposals, the Government may (or may not) conduct written or oral discussions with all, or a limited number of the offerors. The Government in the evaluation and source selection decision may consider information obtained during discussions, whether or not it is reduced to written material.

(b) It is also very possible that discussions will not take place and award of the Contract will be made without discussions. Offerors should therefore submit their best technical and pricing proposals in their initial proposal submittal.

#### **M.5 BEST VALUE SELECTION DECISION**

(a) The SSO will select for contract award the offeror's proposal that in the judgment of the SSO provides the best value to the Government in consideration of the technical merit, performance risk, proposal risk, and cost/price of the competing proposals.

(b) The Government reserves the right to award the contract to an offeror submitting other than the lowest priced proposal. The evaluation results of the Technical Evaluation Factors and Past Performance Risk Assessment are of significantly more importance than cost/price in determining the best value to the Government; however, cost/price will contribute substantially to the selection decision. A higher priced proposal may be selected for award where the technical merit value and performance and/or proposal risk of the selected proposal is deemed by the SSO to be worth the price differential to the Government, or where a lower priced proposal is deemed by the SSO to present lower technical merit and/or higher performance and/or proposal risk concerns in accomplishing the contract requirements successfully.

#### **M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007)**

**CLA.0250**

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

**NOTICE:** The following provisions and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Part II – Section I, Clause 3.1-1.

#### **3.2.4-31 Evaluation of Options (April 1996)**